

Loudoun County, Virginia

INVITATION FOR BID

**BACKSTOP NETTING / FENCING AT CLAUDE MOORE
PARK AND FRANKLIN PARK**

ACCEPTANCE DATE: Prior to 3:00 p.m. January 22, 2008 "Local Verizon time"

IFB NUMBER: QQ-01380

ACCEPTANCE PLACE Department of Management and Financial Services
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on January 11, 2008 at 10:00 a.m. at Claude Moore Park, 46150 Loudoun Park Lane, Sterling, Virginia for clarification of any questions on the specifications.

Requests for information related to this Invitation should be directed to:

Cheryl L. Middleton, CPPB
Contracting Officer
(703) 737-8998
(703) 771-5097 Fax
E-mail address: Cheryl.Middleton@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: January 4, 2008

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE

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Authorized By: Cheryl L. Middleton, CPPB/s/ Date: January 4, 2008
Contracting Officer

BACKSTOP NETTING / FENCING AT CLAUDE MOORE PARK AND FRANKLIN PARK

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain the services of a qualified contractor to provide and install protective netting at Field #1, and netting and fencing at Fields #9 and #10 at Claude Moore Park and netting at Fields #4 and #5 at Franklin Park. Claude Moore Park fields are located at 46150 Loudoun Park Lane in Sterling, Virginia and Franklin Park fields are located at 36441 Blueridge View Lane in Purcellville, Virginia. Work shall be done in accordance with the attached specifications and drawings (Attachment 1).

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director, Department of Parks, Recreation & Community Services or her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director, Department of Parks, Recreation & Community Services or her authorized representative(s) acting within their authority for the County. The Purchasing Agent and the Contractor must approve any change to the Contract in writing.

4.2 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase

services elsewhere and charge full increase in cost and handling to defaulting Contractor.

4.3 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

4.4 Business, Professional and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

4.5 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

4.6 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit

\$5,000 Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Coverage Provisions

1. The Contractor shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. The Contractor may be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

4.7 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

4.8 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

4.9 Permits

It shall be the responsibility of the successful Contractor(s) to comply with County Ordinances by securing the necessary permits. All required permits, including trade permits, will be the responsibility of the Contractor. The County shall waive any fees involved in securing County permits.

4.10 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or

activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

4.11 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

4.12 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.13 Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous

places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

4.14 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

4.15 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

4.16 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

4.17 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

4.18 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the County.

4.19 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

4.20 Invoicing and Payment

At the end of each calendar month, the Contractor shall submit a proper invoice detailing the appropriate work for the progress payment, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

County of Loudoun, Virginia
Department of Parks, Recreation and Community Services
215 Depot Court, S.E.
Mail Stop #78
Leesburg, Virginia 20175
Attn: Christopher Bresley

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

4.21 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

4.22 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

4.23 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

4.24 County's Right to Stop Work

If the Contractor fails to correct defective Work as required herein or persistently fails to carry out the Work in accordance with the Contract Documents, the County, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

4.25 Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.26 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

4.27 Construction Contract Performance and Payment Bonds

If bidders bid price exceeds \$100,000 the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of at least A:VII, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
- B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of at least A:VII, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. A prime Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.
- D. The Contractor shall require that all sureties providing bonds for the Project will give written notice to the County at least thirty (30) days prior to the expiration of the bond(s).

4.28 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

4.29 Changes In The Work

4.29.1 CHANGES

- 4.29.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this

section and elsewhere in the Contract Documents. No change in the work covered by the Contract Documents shall be made without prior written approval of the Owner.

- 4.29.1.2 A Change Order shall be based upon agreement between the County and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor and may be issued by the County, an order for a minor change in work may be issued by the County alone.
- 4.29.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- 4.29.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

4.29.2 CHANGE ORDERS

- 4.29.2.1 A Change Order is a written instrument prepared by the County or Contractor and signed by both the County and Contractor, stating their agreement upon all of the following:
1. the nature of the change in the Work;
 2. the amount of the adjustment in the Contract Sum, if any; and
 3. the extent of the adjustment in the Contract Time, if any.
- 4.29.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in subparagraph 4.30.3.3.
- 4.29.2.3 If the County requests a Change Order, the Contractor shall respond to the County with a cost and/or time proposal within ten (10) working days. If a Change Order is being requested by the Contractor, the Contractor shall first submit notification to the County that a change order will be requested. A Change Order which is requested by the Contractor shall be submitted within ten (10) days of the occurrence of the event which gives rise to Contractor's belief that it is entitled to a change in the Contract Sum and/or Contract Time. Such Proposed Change Order shall be supplemented with documentation supporting the proposed change in sufficient time for the County to process the request before commencement of the affected work and prior to the point in

time where the Contractor substantially changes his financial or scheduling position in reliance on the proposed change. Upon acceptance of the Proposed Change Order by both parties, the County shall process the Proposed Change Order within five (5) working days if approval is not required by the Board of Supervisors. If Board of Supervisors' approval is required, the County shall process the Change Order upon approval by the Board (approximately twenty-three (23) working days). All Change Orders shall be approved in writing by both parties. If the Contractor shall proceed with a change in the work without written authorization, it shall constitute a waiver by Contractor of any claim for an increase in the Contract Sum and/or Contract Time on account thereof. In the event an agreement cannot be reached between the County and the Contractor on a Proposed Change Order, the County may issue a Construction Change Directive to the proceed with the work.

4.29.3 CONSTRUCTION CHANGE DIRECTIVES

- 4.29.3.1 A Construction Change Directive is a written order prepared by the County and signed by the County, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The County may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 4.29.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 4.29.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. unit prices stated in the Contract Documents or subsequently agreed upon;
 3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 4. as provided in Subparagraph 4.30.

- 4.29.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the County of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 4.29.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 4.29.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Contractor may submit a claim under Section 4.30 of this Contract. The claim shall be reviewed and decided on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 4.30, the Contractor shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 4.30 shall be limited to the following:
- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
 - b. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - c. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - e. additional costs of supervision and field office personnel directly attributable to the change. There shall be a fixed fee limit for overhead and profit in accordance with the following Schedule: 1.) If the General Contractor does the work, ten percent (10%)

of the labor and material costs. 2.) If the work is done through the General Contractor's subcontractor, the subcontractor involved shall be allowed ten percent (10%) of the labor and materials cost and the General Contractor shall be allowed four percent (4%) of the subcontractor's total cost. This shall be the complete compensation for "Overhead and Profit" and shall include the costs of supervision, bond, profit, insurance, bookkeeping, clerical, estimating and any other general expense including any delay and impact costs. Proof of payment of increase in bond premium will be required.

- 4.29.3.7 Pending final determination of cost to the County, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the County for a deletion or Change which results in a net decrease in the Contract Sum shall be actual net cost as Confirmed by the County.

4.30 CLAIMS AND DISPUTE PROCEDURE

4.30.1 No claim shall be made under this Contract until and unless the Contractor has failed to obtain a Change Order pursuant to the previous sections of this article. The Contractor shall give the County written Notice of its intent to file a claim within ten (10) calendar days after rejection of its Proposed Change Order.

4.30.2 No claim shall be allowed and no amounts paid for any and all costs incurred if Notice of intent to file a claim is not given to the County as herein provided.

4.30.3 The complete written claim, with all supporting documentation, shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

4.30.4 The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.30.5 No litigation shall be instituted prior to the exhaustion of the aforesaid claims process. The Contractor may not introduce factual matters in such litigation that were not set forth in the aforesaid claims process.

4.31 Construction Contract Retainages

The Contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure

faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract, which provides for similar progress payments shall be subject to the same limitations.

4.32 Escrow Account For Retained Funds

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of Section 2.2-4334 of the Virginia Public Procurement Act, the bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County, and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included with this Bid proposal shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed Escrow Agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

4.33 Time of Commencement and Completion

The Contractor shall commence the Work upon the date established by Notice to Proceed.

The Contractor shall achieve Substantial Completion, as defined in the Loudoun County Construction General Conditions, within six (6) weeks from Notice of Award. This time period shall be designated the Contract Time.

The liquidated damages incurred by the County due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, shall be \$300.00 per day for each consecutive calendar day beyond the Contract Time.

The amount of liquidated damages set forth in paragraph above shall be assessed cumulatively. This provision for liquidated damages does not bar County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

4.34 Warranty

Contractor warrants to County that the construction, including all materials and equipment furnished as part of this Project, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship.

4.35 Guarantee

The Contractor shall be required, at its expense, to correct any Work that is found not to be in conformance with the Contract Documents or due to faulty materials or installation which may occur for a period of one (1) year from the date of completed construction. The Contractor shall, at no expense to the County, replace any defective materials during the period of guarantee. The Contractor shall correct such Work within five (5) working days after written notice from the County.

4.33 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.34 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Division of Procurement
1 Harrison St, SE 4th Fl MSC 41C
Leesburg, VA 20175
Attn: Cheryl L. Middleton

4.35 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contract shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

4.36 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

5.0 INSTRUCTIONS TO BIDDERS

5.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

5.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all bidders to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

5.3 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. An onsite inspection will be made available during the Pre-Bid Conference. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract.

5.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

5.5 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

5.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia,**

the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

5.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

5.8 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction contract may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

5.9 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

5.10 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable netting and fencing work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed

references from all claims and liability for damages that may result from the information provided by the reference.

5.11 Delivery

Time is of the essence. Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery of materials shall be made during normal working hours only, 9:00 am to 5:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

5.12 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

5.13 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

5.14 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

5.15 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

5.16 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

5.17 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

5.18 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next

lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

5.19 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

5.20 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/purchasing) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

5.21 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

5.22 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

5.23 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

5.24 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

5.25 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

5.26 Insurance Coverage

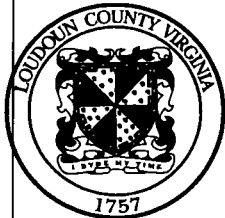
Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

5.27 Construction Contract Bid Security

Bid security shall be required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. When the Invitation for Bid requires security, non-compliance requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner with the security requirements.

5.28 Construction Schedule

Bidders shall provide, with their bid, a proposed construction schedule for the project. Failure to include the construction schedule may be cause for rejection of bid as non-responsive.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor, MSC #41C
Leesburg, Virginia 20175

**6.0 BACKSTOP NETTING / FENCING AT CLAUDE MOORE
PARK AND FRANKLIN PARK**

FIRM OF: _____

Address: _____

NOTICE TO BIDDERS: The following required services and supplies shall be provided according to the contract terms and conditions contained herein.

Provide and Install Backstop Netting and Fencing at Claude Moore Park and Franklin Park in accordance with the specifications and terms and conditions contained herein.

Claude Moore Park Field #1 \$ _____	Franklin Park Field #4 \$ _____
Claude Moore Park Field #9 \$ _____	Franklin Park Field #5 \$ _____
Claude Moore Park Field #10 \$ _____	
Grand Total \$ _____	

The following shall be returned with your bid. Failure to do so shall be cause for rejection of bid as non responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

1. References (on County form) (5.10)
2. Addendums, if any.
3. FEI number: _____
4. Payment Terms: _____ net 30 Or _____ Other
5. Bid Bond (5.27)
6. Delivery Within _____ Days ANP
7. Virginia Contractor's License # _____
8. W-9 (5.25)
9. Insurance Certificate (5.26)

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (5.7): _____

Signature: _____ Date: _____

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

Please take the time to mark the appropriate line and return with either your bid or no bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Direct Mail from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01380

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with the Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ (evening)

**Please return completed form to: Patty Cogle • Management Services •
PO Box 7000 • Leesburg, VA 20177**

ATTACHMENT I- SPECIFICATIONS - SPORTS NETTING AT BALLFIELDS

1. GENERAL

All work under this section is subject to the current editions of the Loudoun County Facilities Standards Manual and Virginia Department of Transportation (VDOT) Road and Bridge Specifications. The Contractor shall be responsible for and governed by all the requirements thereunder.

2. SCOPE

- 2.1 Furnish all materials and labor to install ballfield barrier netting from top rail of ballfield fence to 33' height as shown on drawing PF-5.5 of the Draft Loudoun County Department of Parks, Recreation and Community Services Design and Construction Standards (10/22/2007 edition) (See .pdf file at: <http://www.loudoun.gov/Default.aspx?tabid=328&fmpath=/Facilities%20Development/Construction%20and%20Design%20Standards>). This includes:

- 2.1.1 Mobilization, equipment and materials to the site.
- 2.1.2 Layout, furnish and install concrete or steel poles.
- 2.1.3 Furnish all equipment and incidentals necessary and install barrier netting as shown on drawings and as specified herein.
- 2.1.4 Contractor shall be responsible for verifying work site access, field dimensions and existing fence/field configuration prior to installation. Notify the owner of any discrepancies between existing conditions and specifications and drawings prior to bidding.
- 2.1.5 Existing backstop "hoods" are to be removed and disposed of by Contractor.
- 2.1.6 Foundation spoils, including rock (if any) are to be removed and disposed of by Contractor.
- 2.1.7 A construction permit from the Loudoun County Department of Building and Development will be required for this work. Engineered foundation drawings must be submitted for review by appropriate review authority prior to construction. Permit fees, per County policy, will be waived.

3. SUBMITTALS

- 3.1 Submit to the County shop drawings showing the layout and details of construction and erection of netting and accessories required.

- 3.2 Project specific foundation drawings, sealed and stamped by an engineer registered in the Commonwealth of Virginia, must be provided prior to erection. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. The design criteria for this submittal shall be based on soils that meet those of a Class 5 material as defined by 2003 IBC, Table 1804.2. If a geotechnical report is available from the owner, design shall be based on geotechnical report provided by owner.
- 3.3 No work under this section is to be commenced until all required submittals, samples and documentation have been supplied by the Contractor and approved in writing by the owner.

4. MATERIALS

- 4.1 Poles shall be 33' above finished grade tubular steel or concrete, engineered and designed per current Virginia Uniform Statewide Building Code for bearing and wind load requirements. Poles shall be installed to be integral to ballfield fences.
- 4.2 The horizontal cables and down guys shall be 5/16" 7-strand galvanized steel. Minimum breaking strength 11,200 lbs.
- 4.3 The vertical pole face cable shall be 19-strand 1/4" aircraft cable. Minimum breaking strength 6,650 lbs.
- 4.4 Thru bolts shall be hot dipped galvanized, 5/8" in diameter.
- 4.5 Helical ground anchors for end poles shall be minimum 1-1/4" x 96" long with a 10-inch diameter helix.
- 4.6 Horizontal cable clamps shall be 5-3/4" long, 5/8" 3-bolt, galvanized steel.
- 4.7 Vertical cable clamps shall be 1/4" wire rope clips.
- 4.8 Snap hooks shall be 5/16" inside diameter, 2-1/2" overall length minimum.
- 4.9 The netting material shall be rope bordered, heavy duty #36 pound Dupont type 66 high grade nylon netting, diamond mesh, with a minimum single mesh breaking strength of 300 lbs. Net shall be of 3 strand twisted and knotted construction with maximum 1-3/4" mesh openings. Net shall be black in color.

4.10 The rope border shall be 3/8" diameter braided, covered rope over a parallel synthetic core with 3500 lb minimum tensile breaking strength. The rope border shall be lashed and sewn to the net with a clove and a half knot about every 6", not to exceed 8" apart.

4.11 The lashing twine of the rope border to the net shall be #48 pound braided polyester with a minimum 375 lb tensile breaking strength.

5. EXECUTION

5.1 A rope border shall be provided for all top lines, wind lines, bottom lines and vertical lines.

5.2 Netting shall start at top of metal fence fabric and continue to top of the 33' pole.

5.3 All hardware and netting shall be installed on the baseball field side of the poles.

5.3.1 All hooks, bolts, and attachments, etc. shall be turned so they don't protrude into the playing field area.

5.4. POLES

5.4.1 Poles shall be located as shown on Drawing PF-5.5, with maximum 40' on center spacing. In the event that an obstruction prevents such spacing, the poles shall be located away from the obstruction, but no more than 40' from the adjacent pole. Poles are to be installed integral to the ballfield fence. In some cases this will require Contractor to remove existing fence pole and install new poles in-place of existing fence poles. Poles shall be painted black, "STRYK 5388" anti-corrosion coating system, 3-coat process. Contractor shall layout and stake the location of all barrier-netting poles for approval by owner prior to installation.

5.4.2 The Contractor shall auger a hole to a depth and width according to pole manufacture and engineered foundation design. The poles shall be set plumb and be in alignment with each other once installed. The pole holes shall be backfilled with minimum VDOT Section 217.07 Type A3 General concrete and as specified in CHAPTER 6.05 – CAST-IN-PLACE CONCRETE of PRCS Construction and Design Guidelines (3000 lb PSI concrete).

5.4.3 Contractor shall auger foundation holes with Pressure Digger / Drill capable of 25,000 ft/lbs drill torque, such as truck mounted Texoma 500 Drill or better. Equipment must access work sites from field side only, ie. through field gates or cut and roll back fence fabric and re-install fence fabric post installation of poles. Equipment will NOT be allowed onto asphalt pavement or concrete pads around outside of ballfield fences. Contractor shall make reasonable efforts to minimize damage and/or reclamation of fields as a result of installation efforts. Ruts, divits, holes or other depressions shall be filled with clean soils and compacted to 90% compaction. Grounds shall be left level to field grade.

5.5. SUPPORT CABLES

5.5.1. Interior Poles – The horizontal cables shall be spaced a maximum of 25' apart vertically. Each horizontal cable shall tie into a 3-bolt cable clamp. The vertical pole face cable shall attach to the top and bottom eyebolt with wire rope clips and run thru center eyebolt(s).

5.5.2 End Poles

5.5.2.1 Horizontal Lines – Each horizontal cable shall be attached on the inside of the end pole to an oval eye-nut.

5.5.2.2 Down Guys – If required, on the outside of each end pole, a guy attachment will be bolted to each of the top two thru-bolts. Down guys will be attached to the two guy attachments and an anchored into the ground with one helical ground anchor. The down guys shall be anchored into the ground a minimum distance of 20' from the end pole or as per engineer's design, which ever is more stringent.

5.6. NETTING

5.6.1 The net shall contain vertical rope line, lashed to the netting as specified above to achieve placement of one vertical rope line for attachment to each pole.

- 5.6.2 The netting shall be attached to the vertical and horizontal cables using zinc plated steel snap hooks. Snap hooks shall be placed no further than 36" maximum apart vertically and horizontally.

5.7 FENCE REPLACEMENT

- 5.7.2 As shown on Drawing BN-01 (See 12-21-07 BarrierNetPlans 24x36L.pdf), Contractor shall replace 4' high fence with 8' high galvanized fencing to match existing 8' high fencing, from end of 8' high fencing to end of bullpen(s), prior to installation of high netting, at Claude Moore Park Fields #9 & #10.
- 5.7.3 Contractor shall also install 8" high galvanized fencing, matching existing 8' high fencing, at open side of bullpen(s) at Claude Moore Park Fields #9 & #10. Leave a 3'-0" opening at bleacher end of new fence to access bullpen(s). (See Drawing BN-01)